

AFFIDAVIT OF ALAN COOPER

I, Alan Cooper, under the penalty of perjury state that the following is true:

1. My name is Alan Cooper and I live at 2170 Highway 47 North, Isle, MN 56342.
2. I am 38 years old and was born in Colleen, TX.
3. I work seasonally as a construction worker.
4. I was was hired in 2006 as a caretaker for a property owned by John L. Steele at 21255 220th Street, McGrath, MN 56350.
5. The attached agreement is a true copy of the contract between myself and John Steele for taking care of his property.
6. While taking care of his property I would regularly submit receipts to Steele for reimbursements of costs in repairing or maintaining the property. These receipts might include my signature when I paid by a credit card or debit card.
7. It is my belief that Steele has used my name as the name of a CEO or manager for one or more companies.
8. Steele did occasionally visit his property and we would talk.
9. Steele had told me on at least one occasion that if anyone asked about companies that I should call him.
10. Steele has hold me that he had this plan involving copyright lawsuits.
11. I am not an owner or officer of any corporation or limited liability company.
12. I am not the owner or CEO of AF Holdings, LLC.
13. I am not the owner or a manager of Ingenuity13, LLC.
14. I did not give Steele permission to use my name or sign documents on my behalf.
15. I did not know that my name was being used in connection with these companies.



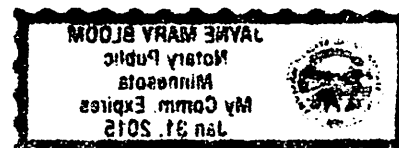
Alan Cooper

12-3-12
Date

Subscribed and sworn before me this 3RD day of December, 2012


Notary Public





THIS RENTAL AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this 17th day of November, 2006, by and between John Steele (hereinafter referred to as "Landlord") and Alan Cooper. THIS IS A MONTH TO MONTH RENTAL AGREEMENT IN WHICH EITHER PARTY MAY CANCEL WITH 30 DAYS NOTICE.

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, on a month to month basis.
2. **RENT.** In exchange for paying monthly rent, the Renter agrees to work on the Landlord's property on projects designated by Landlord. Renter agrees to complete all work to the best of his ability. Landlord will determine the projects, but in no event will the time requirement be less than 15 hours a month. Satisfaction of the Renter's work to satisfy the Rent requirement of this lease will be at the sole discretion of the Landlord.
3. **Blank**
4. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of one daughter, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
5. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.
6. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.
7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
8. **blank**
9. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

10. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises for his own use.

11. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

- (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (c) Not obstruct or cover the windows or doors;
- (d) Not leave windows or doors in an open position during any inclement weather;
- (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- (g) Keep all air conditioning filters clean and free from dirt;
- (h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- (i) And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- (j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- (k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;

- (l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.

12. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.
13. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.
14. **SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
16. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
17. **ANIMALS.** Tenant shall obtain permission from Landlord for all be entitled to keep any animals on the premises.
18. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
19. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment,

or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

20. **DEFAULT.** If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.
21. **LATE CHARGE.** In the event that any payment required to be paid by Tenant hereunder is not made within three (3) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of twenty five dollars.
22. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.
23. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
24. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
25. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Minnesota.
26. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

27. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
28. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
29. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
30. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
31. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
32. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to: John Steele 21067 220th St McGrath, MN 56350

If to Tenant to:

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

SIGNED THIS 17TH OF NOVEMBER, 2006

Landlord: _____

John Steele, 21067 220th St. McGrath MN 56350.

Tenant: _____

ALAN Agrees to pay \$500 on FEB 1 AND
\$500 MAR 1 FOR SECURITY DEPOSIT fcs

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

SUNLUST PICTURES, LLC., CASE NO: 8:12-CV-1685-T-35MAP

Plaintiff,

VS.

Tampa, Florida

10:00 a.m.

TUAN NGUYEN,

November 27, 2011

Defendant.

_____ /

TRANSCRIPT OF MOTION HEARING
BEFORE THE HONORABLE MARY S. SCRIVEN
UNITED STATES DISTRICT JUDGE

APPEARANCES:

Counsel for Plaintiff: JONATHAN TORRES, ESQUIRE
(Telephonically) 1417 N. Semoran Boulevard
Suite 205
Orlando, FL 32807
(407)953-5818
jonathantorresllc@gmail.com

Counsel for Defendant: GRAHAM W. SYFERT, ESQUIRE
1529 Margaret Street
Unit 2
Jacksonville, FL 32204
(904)383-7448
graham@syfert.com

Court Reporter: CLAUDIA SPANGLER-FRY, RPR, CM
Official Court Reporter
801 North Florida Avenue
7th Floor
Tampa, FL 33602
(813)301-5575
cookiefry@aol.com

CLAUDIA SPANGLER-FRY, OFFICIAL U. S. COURT REPORTER

P R O C E E D I N G S

November 27, 2012

* * * * *

THE COURT: Mr. Torres, what sort of noise are you making on the line?

MR. TORRES: I apologize, I'm in the Courthouse.

THE COURT: All right.

MR. TORRES: In Orange County.

THE COURT: Please call the case.

THE CLERK: In the matter of Sunlust Pictures, LLC --

MR. TORRES: Is that better?

THE COURT: That's better, yes.

THE CLERK: -- versus Tuan Nguyen, Case Number 8:12-CV-1685.

Counsel and parties, please state your appearances, starting with parties for the Plaintiff.

MR. LUTZ: Mark Lutz, appearing on behalf of Sunlust Pictures.

THE COURT: And for the defense?

MR. SYFERT: Your Honor, Graham Syfert here on behalf of Tuan Nguyen, who is also present in Court today.

THE COURT: And on the phone?

MR. TORRES: Attorney Jonathan Torres, Florida counsel for Plaintiff.

THE COURT: And Mr. Lutz, where's your coat and tie

1 this morning? Did you know you were coming to Federal Court?

2 MR. LUTZ: I did.

3 THE COURT: Where's your coat and tie?

4 MR. LUTZ: I apologize, I did not wear one.

5 THE COURT: Are you an attorney barred in the State of
6 Florida?

7 MR. LUTZ: I am not, no, I'm a corporate
8 representative.

9 THE COURT: And who is your counsel?

10 MR. LUTZ: I'm sorry?

11 THE COURT: Who is your lawyer?

12 MR. LUTZ: Our counsel is on the phone here.

13 THE COURT: Where is your other lawyer; he hasn't been
14 permitted to withdraw?

15 MR. LUTZ: He wasn't able to appear today.

16 THE COURT: Mr. Torres, are you in the case or out of
17 the case?

18 MR. TORRES: No, I'm still in the case, Your Honor. I
19 presented a motion for telephonic appearance due to an
20 emergency hearing conflict in Orange County and I was allowed
21 to appear by phone and by order that was sent to me yesterday.

22 THE COURT: Well, I'm a little confused. There was a
23 lawyer who moved to withdraw, and there was another lawyer who
24 moved to appear, then he moved to withdraw, so who is on first,
25 I guess?

1 MR. TORRES: Right now, Your Honor, I'm still on the
2 case. And there is still discussions with my client which I
3 have to confer with them, but right for now, I'm the counsel on
4 the case, Your Honor.

5 THE COURT: And Mr. Torres, how did you come to be the
6 lawyer in this case?

7 MR. TORRES: Your Honor, I was contacted by the
8 client, Prenda Law, in order to --

9 THE COURT: The client and Prenda Law or Prenda Law?

10 MR. TORRES: Prenda Law, Your Honor,

11 THE COURT: And what is their relation to you?

12 MR. TORRES: Just co-counsel arrangement, Your Honor.

13 THE COURT: And what is that arrangement?

14 MR. TORRES: For me to appear for any local hearings,
15 Your Honor.

16 THE COURT: Well, I got a letter from someone from the
17 Prenda Law Group saying they were not representing any party in
18 this case and were not involved in the case and had no
19 authority to speak on anyone's behalf in this case, so is
20 Prenda Law principal counsel in the case or not?

21 MR. TORRES: No, Your Honor.

22 THE COURT: So what is their relationship again then
23 to you as counsel in this case?

24 MR. TORRES: Well, Your Honor, I was --

25 THE COURT: I'm sorry, I'm sorry, hold on a second.

1 Ms. Vizza, would you please swear this witness, on the
2 phone, yes.

3 Mr. Torres, if you would please raise your right hand.

4 Ms. Vizza.

5 MR. TORRES: Yes.

6 Thereupon,

7 JONATHAN TORRES,

8 having first been duly sworn to tell the truth, the whole
9 truth, and nothing but the truth, was examined and testified as
10 follows:

11 MR. TORRES: Yes.

12 THE COURT: All right, sir. You're under oath, you
13 have to give truthful answers to the questions that are asked
14 or face penalties of perjury for false answers.

15 Do you understand that?

16 MR. TORRES: I understand.

17 THE COURT: All right.

18 So, starting over now, Prenda is the referring law
19 firm to your firm or the originating firm or principal counsel?

20 MR. TORRES: My understanding, Your Honor, is that
21 Prenda Law was the counsel for Plaintiffs and is still counsel
22 for Plaintiffs.

23 I was contacted by Brett Gibbs in order to be local
24 counsel to appear on behalf of Prenda Law.

25 THE COURT: So, Prenda Law purports to be the

1 principal law firm in this case?

2 MR. TORRES: Correct.

3 THE COURT: Did Prenda Law file a notice of appearance
4 as principal law firm in this case?

5 MR. TORRES: My understanding, Your Honor, is that
6 they were, at one point, counsel in the case. I'm not sure if
7 they actually have a current notice of appearance or not, I'm
8 not sure.

9 THE COURT: And what is your financial arrangement
10 with Prenda Law?

11 MR. TORRES: Well, I'm working on a contingency basis,
12 Your Honor.

13 THE COURT: And what percentage is your cut of the
14 contingency?

15 MR. TORRES: My understanding is that it's 75 percent,
16 my understanding, of whatever the fees are generated, my
17 understanding, at least.

18 THE COURT: Yours will be 75 percent and Prenda's will
19 be 25 percent?

20 MR. TORRES: That is correct, Your Honor.

21 THE COURT: Who is principally responsible for the
22 case; Prenda or you?

23 MR. TORRES: Well, my understanding is that I was
24 recently contacted in regards to this case.

25 My understanding is that I was going to be primarily

1 responsible and be the local counsel for this case, but the
2 reason why I presented a motion to withdraw is because just
3 recently I was contacted by defense counsel and was advised of
4 certain issues that were going on in the case.

5 THE COURT: When were you retained?

6 MR. TORRES: Well, I was contacted, I believe, Your
7 Honor, it was about 15 days ago.

8 THE COURT: And who were you contacted by?

9 MR. TORRES: I was contacted by Mr. Brett Gibbs from
10 Prenda Law.

11 THE COURT: And who did he tell you was current
12 counsel in the case?

13 MR. TORRES: Well, he told me that Prenda Law through
14 another attorney locally was the current counsel in the case,
15 and that's why, you know, they were substituting me for counsel
16 in this case, and eight other cases -- actually seven other
17 cases that purportedly Prenda Law was the counsel on.

18 THE COURT: Give me one second, I need to look up
19 something in the docket.

20 (Brief pause.)

21 And did Mr. Wasinger call you?

22 MR. TORRES: No, Your Honor, Mr. Wasinger apparently
23 presented a motion to withdraw or substitution of counsel at
24 that point.

25 THE COURT: And then the Court ordered that he was not

1 granted his leave and directed that he was to appear at this
2 hearing and that his motion for withdrawal would be taken up at
3 this hearing. And did you see that on the docket when you
4 filed your notice of appearance?

5 MR. TORRES: No, Your Honor, I did not.

6 THE COURT: Did you look at the docket when you filed
7 your notice of appearance?

8 MR. TORRES: I presented the notice of appearance and
9 did not see that Mr. Wasinger was still counsel.

10 THE COURT: Did you look at the docket is what I asked
11 you?

12 MR. TORRES: I looked at -- I did look at the docket,
13 per se, I didn't --

14 THE COURT: The answer is no, you did not read the
15 docket on the case you were appearing in?

16 MR. TORRES: Correct, Your Honor.

17 THE COURT: And then shortly after you file your
18 notice of appearance, you moved to withdraw?

19 MR. TORRES: That is correct, Your Honor.

20 THE COURT: And why is that?

21 MR. TORRES: Well, Your Honor, I'll be perfectly
22 honest with you. Defense counsel contacted me shortly
23 thereafter of being counsel of record, instructed me to call
24 him immediately.

25 And so I -- actually I did, and left him a message,

1 then he returned my phone call. And there was discussions
2 between Defendant and -- Defendant's counsel and myself in
3 regards to this case.

4 The only thing that -- the first thing that I heard
5 from defense counsel was, you know, rather than see how this
6 case might be settled or anything to that effect, was the fact
7 that there were -- there had been some bar complaints or
8 something to that effect associated with this case or something
9 to that effect, and based on that statement from defense
10 counsel, I decided to present my motion to withdraw and have no
11 further involvement with any of the cases.

12 THE COURT: Did you have any contact with
13 Mr. Wasinger?

14 MR. TORRES: No, I did not, Your Honor.

15 THE COURT: Do you have a written contract with Prenda
16 Law Group?

17 MR. TORRES: No, I do not, Your Honor.

18 THE COURT: Have you filed a notice of appearance in
19 all of the other cases that Mr. Wasinger has withdrawn from?

20 MR. TORRES: Yes, Your Honor.

21 THE COURT: Have you moved to withdraw in all those
22 cases as well?

23 MR. TORRES: Yes, I did, Your Honor.

24 THE COURT: Have those motions been granted?

25 MR. TORRES: No, Your Honor, based on local rule,

1 after conferring with counsel, but that's something I'll
2 remedy, Your Honor.

3 THE COURT: I got a letter on the 18th from a
4 Mr. Duffy at Prenda Law, Inc.

5 MR. TORRES: Okay.

6 THE COURT: And he advises that he was recently made
7 aware that the Court ordered a principal of Prenda Law to
8 appear in person at the motion to dismiss hearing scheduled for
9 today's date.

10 As the sole principal of Prenda Law, Inc., that would
11 be me. For the record, I was never served with notice of the
12 Court's Order or otherwise made aware of it until very recently
13 via a phone call from a fellow attorney.

14 As an initial matter, I must respectfully inform the
15 Court I am located in Chicago and my attendance would require
16 air travel and he has had surgery on his eyes and this and
17 that.

18 Then he says, I also respectfully question how my
19 appearance could benefit the Court, particularly since I am not
20 representing anyone, in italics, in this case and have no
21 authority to speak on anyone's behalf.

22 It would certainly -- it would clearly be improper for
23 me to make any statement on a pending matter in a jurisdiction
24 in which I am not licensed and on behalf of a client I do not
25 represent. In light of the foregoing, I pray that the Court

1 will excuse my attendance at this hearing.

2 Now, is Prenda Law, Inc. different than the entity
3 that you are dealing with?

4 MR. TORRES: Your Honor, my only understanding is that
5 Prenda Law is the one that has been in contact with me. That's
6 the only thing I know.

7 To be honest, Your Honor, I responded to an ad for a
8 local appearance, that's all I did, Your Honor. And other than
9 that, I was brought into these cases, and that's pretty much
10 it.

11 THE COURT: Who is Prenda Law, Inc.? Is that the
12 person you're local counsel for?

13 MR. TORRES: That's technically my understanding of
14 the situation or the arrangement, if you will.

15 THE COURT: Who is Mr. Gibbs in relation to Mr. Duffy?

16 MR. TORRES: Well, Mr. Gibbs apparently is a principal
17 at Prenda Law, to my understanding.

18 THE COURT: Who is Mr. Duffy?

19 MR. TORRES: Mr. Duffy, I have no contact with
20 Mr. Duffy. I've never had any contact with Mr. Duffy.

21 THE COURT: Mr. Lutz, who is the individual who you
22 just spoke to in the Courtroom with you?

23 MR. LUTZ: Sorry?

24 THE COURT: Who is that behind you?

25 MR. STEELE: Your Honor, my name is John Steele.

1 THE COURT: Who are you?

2 MR. STEELE: I'm an attorney, but not involved in this
3 case.

4 THE COURT: You're an attorney with what law firm?

5 MR. STEELE: I'm not an attorney with any law firm
6 right now, but I have worked with Mr. Duffy in the past and I
7 am certainly familiar with this litigation just because I've
8 been involved in many different cases like this in the past.

9 THE COURT: But not this case?

10 MR. STEELE: Correct.

11 THE COURT: So, Mr. Torres, you don't know who your
12 general counsel is other than Mr. Gibbs, and you don't have a
13 written agreement and you just answered a random ad and put
14 your name on a docket in Federal Court?

15 MR. TORRES: Well, Your Honor, I was going to make a
16 local appearance for someone that, you know, needed a local
17 counsel, and so I did.

18 THE COURT: Well, you're still a lawyer.

19 MR. TORRES: I understand.

20 THE COURT: And Mr. Lutz, did Mr. Wasinger speak with
21 you about his decision not to appear at this hearing?

22 MR. LUTZ: They did not, no.

23 THE COURT: Do you know who Mr. Duffy is?

24 MR. LUTZ: I believe he is a principal of Prenda Law.

25 THE COURT: And who is Mr. Gibbs?

1 MR. LUTZ: Mr. Gibbs is also affiliated with Prenda
2 Law, I don't know his official title.

3 THE COURT: Is he an attorney?

4 MR. LUTZ: I believe so, in the State of California.

5 THE COURT: But not in the State of Illinois?

6 MR. LUTZ: I can't say for sure.

7 THE COURT: Do you know if he is a partner in the
8 Prenda Law Group?

9 MR. LUTZ: I do not know his official title, no.

10 THE COURT: Who is your counsel, who is your lawyer?

11 MR. LUTZ: Prenda Law is one of them, they represent
12 Sunlust in several cases, not in this case, particularly.

13 THE COURT: What does that mean; particularly?

14 MR. LUTZ: Well, it's not in this matter, they
15 represent us in various different cases.

16 THE COURT: So they were not retained to be your
17 lawyer and they did not refer this matter to Mr. Torres?

18 MR. LUTZ: I don't know what their affiliation with
19 Mr. Torres is, officially.

20 THE COURT: Yes, sir.

21 MR. SYFERT: Your Honor, if I may interject, Mr. Lutz
22 used to work for Mr. Steele down in Miami. Mr. Lutz was
23 actually a paralegal and debt collector for Prenda Law when it
24 was a multi-state, multi-jurisdictional law firm between here
25 and Illinois. That's Mr. Lutz.

1 So if he's -- he should have better information about
2 the structure of Prenda Law than this and probably has very
3 little structure about the -- or very little information about
4 the actual structure of Sunlust Pictures, Your Honor.

5 THE COURT: Will you swear this witness, Ms. Vizza,
6 Mr. Lutz.

7 Thereupon,

8 JOHN LUTZ,
9 having first been duly sworn to tell the truth, the whole
10 truth, and nothing but the truth, was examined and testified as
11 follows:

12 MR. LUTZ: Yes.

13 THE COURT: Mr. Lutz, you're under oath, you have to
14 give truthful answers or you face penalties of perjury.

15 Do you understand that?

16 MR. LUTZ: Yes.

17 THE COURT: What is your position with Sunlust?

18 MR. LUTZ: I'm a representative of them.

19 THE COURT: What does that mean?

20 MR. LUTZ: Corporate representative.

21 THE COURT: What does that mean?

22 MR. LUTZ: They asked me to appear on various matters
23 throughout the country.

24 THE COURT: Are you an officer of the company?

25 MR. LUTZ: I'm not, no.

1 THE COURT: Are you authorized to bind the company to
2 any legal contracts?

3 MR. LUTZ: I am not.

4 THE COURT: Are you salaried?

5 MR. LUTZ: No, 1099.

6 THE COURT: So you are a 1099 contracted entity and
7 you just go around and sit in a Court and represent yourself to
8 be the corporate representative of the company?

9 MR. LUTZ: Yes.

10 THE COURT: Mr. Torres, did you know this was
11 Mr. Lutz's position, a paid corporate representative?

12 MR. TORRES: No, Your Honor, I did not.

13 THE COURT: Who is the president of Sunlust?

14 MR. LUTZ: I'm unaware.

15 THE COURT: Who is the vice president?

16 MR. LUTZ: I'm unaware

17 THE COURT: Who is the secretary?

18 MR. LUTZ: I have no idea.

19 THE COURT: Who owns Sunlust?

20 MR. LUTZ: I do not know.

21 THE COURT: Who signs your checks?

22 MR. LUTZ: I believe somebody in the accounting
23 department.

24 THE COURT: What is their name?

25 MR. LUTZ: To be honest with you, I can't read the

1 signature.

2 THE COURT: Where is the accounting department
3 located?

4 MR. LUTZ: I'm sorry?

5 THE COURT: Where is the accounting department
6 located?

7 MR. LUTZ: I've received checks from California.

8 THE COURT: How much are you paid monthly to be the
9 corporate representative?

10 MR. LUTZ: Again, it depends on my appearances, the
11 number of appearances that I do.

12 THE COURT: How much were you paid last month?

13 MR. LUTZ: Approximately \$1,000.

14 THE COURT: And do you have any other job than to
15 around go to Courts representing yourself to be the corporate
16 representative of Sunlust?

17 MR. LUTZ: For Sunlust, no.

18 THE COURT: Do you have any other job for the Prenda
19 Law holdings to do anything other than go around the country
20 and represent yourself to be their corporate representative?

21 MR. LUTZ: I do not work for Prenda Law.

22 THE COURT: Do you serve in this capacity for any
23 other entity than Sunlust?

24 MR. LUTZ: Yes.

25 THE COURT: What companies?

1 MR. LUTZ: Hard Drive Productions would be one and
2 Guava, LLC.

3 THE COURT: Do they have similar lawsuits around the
4 country?

5 MR. LUTZ: They do.

6 THE COURT: Do you receive a percentage of the
7 recovery of any of these lawsuits?

8 MR. LUTZ: I do not.

9 THE COURT: Do you know Mr. Duffy?

10 MR. LUTZ: Not personally, no.

11 THE COURT: Have you talked to him before?

12 MR. LUTZ: I have not, no.

13 THE COURT: Is he your lawyer?

14 MR. LUTZ: He is not my attorney

15 THE COURT: Is he the lawyer for Prenda Law -- or
16 Sunlust?

17 MR. LUTZ: In various matters, yes.

18 THE COURT: How many matters do you represent Sunlust
19 in, in the country?

20 MR. LUTZ: Approximately a dozen.

21 THE COURT: So half of them are located here in the
22 Middle District and there are others elsewhere?

23 MR. LUTZ: I believe we have three here in the Middle
24 District.

25 THE COURT: Mr. Torres, I thought you entered an

1 appearance on five of them here in the Middle District.

2 MR. TORRES: But not for that particular company.

3 THE COURT: What was the other company?

4 MR. TORRES: I believe it's FTG Videos. I don't have
5 access to my computer at this time, Your Honor, because I'm in
6 the Court in Orange County, but I believe one of them is FTG
7 Videos.

8 THE COURT: F as in Frank or S as in Sam?

9 MR. TORRES: F as in Frank, Your Honor.

10 THE COURT: Mr. Steele, who is the principal of
11 Sunlust?

12 MR. STEELE: I'm sorry, you're asking me, ma'am?

13 THE COURT: Yes, sir.

14 MR. STEELE: I wouldn't know.

15 THE COURT: You don't know who owns Sunlust?

16 MR. STEELE: That's correct.

17 THE COURT: You don't know who the president is?

18 MR. STEELE: I -- the only person that I know that's
19 involved with Sunlust is Sunny Leone.

20 THE COURT: Sunny Leone?

21 MR. STEELE: Is one of the people involved with
22 Sunlust. That's the only person I've ever --

23 THE COURT: What is the name?

24 MR. STEELE: Sunny Leone.

25 THE COURT: Spell it.

1 MR. STEELE: S-O-N-N-Y, Leone --

2 THE COURT: L-E-O-N?

3 MR. STEELE: I believe there's an E at the end of
4 that, I'm not certain.

5 THE COURT: Where's is he located.

6 MR. STEELE: Well, I believe it's a she, and I believe
7 that the last time I heard, she was in India filming a major
8 motion picture with some studio down there, but I don't keep up
9 with that, I don't represent Sunlust or anybody anymore. I no
10 longer actively practice law.

11 THE COURT: You're not practicing law?

12 MR. STEELE: Correct. I do appear occasionally at
13 hearings on an ad hoc basis, but I do not have any current
14 clients.

15 THE COURT: You still have a bar license in the State
16 of Florida?

17 MR. STEELE: No, I'm licensed only in the State of
18 Illinois.

19 I want to make very clear to this Court I'm not
20 purporting in any way to be an attorney licensed in the State
21 of Florida.

22 THE COURT: Have you ever been licensed in the State
23 of Florida?

24 MR. STEELE: No.

25 THE COURT: All right.

1 Thank you, sir.

2 So, Mr. Lutz, you don't know who you serve for, you're
3 just sitting here in the Courtroom purporting to be a corporate
4 representative?

5 MR. LUTZ: I was contacted by Sunny Leone several
6 months ago.

7 THE COURT: And told what?

8 MR. LUTZ: She asked me to -- when they needed for me
9 to appear for various reasons, if I would do it on a
10 representative basis.

11 THE COURT: You can sit away from the table, you're
12 not a corporate representative of anybody if you don't have any
13 information about the corporation.

14 You're not an officer or principal of the corporation.
15 The Court will exclude you as a proper corporate entity for
16 this Defendant.

17 Mr. Torres, your motion to withdraw is granted, you
18 are removed from this case. Any other lawyer who purports to
19 come in to represent this Defendant would need to file a motion
20 for leave to do so.

21 The case is dismissed for failure to appear at this
22 hearing, for failure to present a lawful agent, for attempted
23 fraud on the Court by offering up a person who has no authority
24 to act on behalf of the corporation as its corporate
25 representative, and the Court will hear, by motion, a motion

1 for sanctions and fees against this Sunlust entity and everyone
2 affiliated with it, including a motion against Mr. Wasinger for
3 his purposeful failure to appear at this hearing.

4 And a motion will also be heard on Mr. Duffy for his
5 lack of candor in relation to his connection with this matter
6 based upon the representation of Mr. Torres that he was
7 contacted by the Prenda Law Group or Prenda Law, Inc. for the
8 purpose of being retained as local counsel in this case and
9 that was not presented to the Court in this purported
10 correspondence. The case is dismissed.

11 I intend to advise the other Judges in the Courthouse
12 of the nature of this matter and may refer this matter to the
13 Florida Bar for further proceedings.

14 Is there anything further from the Plaintiff -- I'm
15 sorry -- from the defense?

16 MR. SYFERT: No, Your Honor.

17 Well, yes, Your Honor, we have one other case that was
18 transferred to Orlando, same issues exist as in this case.

19 THE COURT: Who is the Judge in the case.

20 MR. SYFERT: The First Time -- it's First Time Videos
21 versus Oppold, O-P-P-O-L-D.

22 It was originally filed in Tampa then transferred to
23 Orlando. Spaulding I believe is the Judge, Your Honor.

24 THE COURT: Judge Spaulding is a Magistrate Judge. Do
25 you know the case number?

1 MR. SYFERT: I don't have that with me. I have the
2 old case number from the --

3 THE COURT: Tampa case?

4 MR. SYFERT: I have -- yeah, the Tampa case number was
5 8:12-CV-1685-MSS-MAP.

6 THE COURT: All right. I'll take a look at it.

7 Mr. Torres, a word to the wise, sir. When you
8 represent an entity, no matter how limited your role is, you're
9 placing your bar number at issue and you're placing your name
10 and your goodwill at issue before a Court.

11 And saying you're local counsel and you only intended
12 to file on their behalf and pick up a small fee for that
13 limited role does not absolve you from responsibility for
14 making sure that whatever you sign on to, whatever you enter an
15 appearance on behalf of is a legitimate entity with legitimate
16 concerns, because you run a strong risk that you could be
17 sanctioned or lose your bar license behind conduct of the type
18 that you're witnessing here.

19 I hope that this is a lesson to you about how to
20 proceed going forward with characters such as the ones that are
21 presented here.

22 MR. TORRES: Yes, Your Honor, I totally understand and
23 thank you.

24 THE COURT: Thank you.

25 MR. TORRES: Am I excused, Your Honor?

1 THE COURT: You are excused.

2 This matter is dismissed.

3 MR. SYFERT: Thank you, Your Honor.

4 THE COURT: Thank you.

5 (Thereupon, the proceedings concluded.)

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CERTIFICATE

STATE OF FLORIDA)
 SS
COUNTY OF HILLSBOROUGH)

I, CLAUDIA SPANGLER-FRY, Official Court Reporter for
the United States District Court, Middle District, Tampa,
Division,

DO HEREBY CERTIFY, that I was authorized to and did,
through use of Computer Aided Transcription, report in
shorthand the proceedings and evidence in the above-styled
cause, as stated in the caption hereto, and that the foregoing
pages numbered 1 to 24 inclusive, constitute a true and correct
transcription of my shorthand report of said proceedings and
evidence.

IN WITNESS WHEREOF, I have hereunto set my hand
in the City of Tampa, County of Hillsborough, State of Florida,
this 29th day of November, 2012.

CLAUDIA SPANGLER-FRY, Official Court Reporter

BY: /s/ CLAUDIA SPANGLER-FRY



Morgan Pietz <morganpietz@gmail.com>

Activity in Case 2:12-cv-08333-DMG-PJW Ingenuity13 LLC v. John Doe Notice of Related Case(s)

Morgan Pietz <morganpietz@gmail.com>
To: Brett Gibbs <blgibbs@wefightpiracy.com>

Thu, Dec 13, 2012 at 1:12 PM

Brett,

I called Prenda's main number earlier today and asked for you. After being put on hold, I was transferred to your extension. The line rang a few times, then it sounded like the line was picked up, but then the line immediately went dead, so I did not have an opportunity to leave you a voicemail.

Please give me a call -- I would like to follow up with you regarding not only the issues below, but also some administrative matters relating to your cases in the Northern District of California.

Best regards,
Morgan

On Fri, Dec 7, 2012 at 5:30 PM, Morgan Pietz <morganpietz@gmail.com> wrote:

Brett,

For the record, I didnt yell or even raise my voice much less swear at you. I assume you hung up because you are trying to dodge these troubling question. Please quit with the theatrics.

Sent from my iPhone

On Dec 7, 2012, at 5:17 PM, Brett Gibbs <blgibbs@wefightpiracy.com> wrote:

Mr. Morgan:

Mr. Morgan, I did not hang up on you. I take offense to your purposefully twisted versions of things. At the end of our conversation, I said that "it was nice speaking with, I had other things to do and good bye" [paraphrasing]. That is not "hanging up" on someone, that is called ending a phone conversation (with respect, I might add). Whether you heard my saying this over your yelling at me is not my fault. You were swearing at me, and being extremely hostile to me on phone, and I frankly had other things of import to accomplish on my schedule -- the conversation was ten minutes long and the abuse I was subjected to was uncalled for. A piece of advice: this is not how you "meet and confer" on an issue. It simply was not professional.

The issue is entirely irrelevant to the instant matter. I cannot stress this any further -- it is irrelevant. You are basing relevancy on a letter filed in Minnesota that was ignored by that court. Even that court in Minnesota recognized the letter for what it truly was -- a conspiracy theory letter with no factual basis. I don't know how else to explain this to you. As you understand, it is hard (if not impossible) to prove a negative -- especially to an individual like yourself that has no trust in things aside from his version of things. Your use of the word "assume" is very apt in this situation.

As I told you over the phone, when you asked "Is there another Alan Cooper?", I said, "I am sure there are hundreds of Alan Coopers in this world." If your question had been framed more pointedly, and not so vague, maybe I could have provided you with a specific answer.

I don't wish to discuss this matter further with you because of the verbal abuse I experienced in our first phone call. You know, as well as I, that there is a certain courtesy-code displayed between even opposing attorneys -- your yelling and use of bad language directed towards me violates those rules. I would remind you of the following:

"As officers of the court with responsibilities to the administration of justice, attorneys have an obligation to be professional with clients, other parties and counsel, the courts and the public. This obligation includes civility, professional integrity, personal dignity, candor, diligence, respect, courtesy, and cooperation, all of which are essential to the fair administration of justice and conflict resolution."
[California Attorney Guidelines of Civility and Professionalism]

Please be ever mindful of this if we speak in the future.

Regards,

Brett Gibbs

On Fri, Dec 7, 2012 at 11:40 AM, Morgan E. Pietz <mpietz@pietzlawfirm.com> wrote:

Brett,

This is to confirm a few things, in writing, about our phone call of earlier today.

Prior to hanging up on me, you confirmed that you would not be answering either of my questions below about (1) your client contact at Ingenuity 13 (not AF holdings, which I clarified today) or (2) a copy of Alan' Coopers verification in the Ingenuity 13 case in E.D. Cal., which you purported to keep a copy of, under penalty of perjury. You stated that you viewed these issues as irrelevant to the instant case, and would not answer them absent a more formal demand. I explained that I disagreed, because as far as I am concerned, the Alan Cooper issue goes straight to the heart of whether your client has proper standing, among other, more troubling issues.

Also, to repeat my additional request: if any facts in the Alan Cooper letter filed in Minnesota are incorrect, then please let me know which fact and why it is incorrect. However, since you have so far refused to provide any specifics, I can only continue to assume that everything in that letter is correct.

I also note that you again refused to say whether there is another Alan Cooper (other than the gentleman in Minnesota who filed the letter through counsel) who is/was the principal of AF Holdings of Ingenuity 13.

Please contact me should you change your mind and decide that you do wish to discuss this matter further.

Best regards,
Morgan

On Fri, Dec 7, 2012 at 11:13 AM, Morgan E. Pietz <mpietz@pietzlawfirm.com> wrote:
Re-forward.

----- Forwarded message -----

From: **Morgan E. Pietz** <mpietz@pietzlawfirm.com>
Date: Mon, Dec 3, 2012 at 7:23 PM
Subject: Re: Activity in Case 2:12-cv-08333-DMG-PJW Ingenuity13 LLC v. John Doe Notice of Related Case(s)
To: Brett Gibbs <blgibbs@wefightpiracy.com>

Brett,

If I am supposedly twisting your words (although you do not say how, or clarify whether you are now changing your mind), how about a couple of straight answers then, so nothing gets lost in translation:

(1) Will you tell me the name of your supposed client contact at AF Holdings with whom you supposedly communicated with last week? I do not want any details of the conversation, just a name.

(2) Will you produce the original signature to the verification page, identified below, that supposedly contains "Alan Cooper's" handwritten signature?

And if the answer to these questions is still no, which is what you said earlier today, please explain why.

Best regards,
Morgan

On Mon, Dec 3, 2012 at 7:09 PM, Brett Gibbs <blgibbs@wefightpiracy.com> wrote:
Mr. Pietz:

Assume whatever you would like to assume -- that seems to be what you have done throughout my cases with you.

As for the former, you have grossly misstated the contents of the "very brief conversation from just prior to the telephonic conference." I think this twisting of my words is intentional -- and I do not like playing childish and manipulative games. So, I will not be drawn into this baseless banter, wasting everyone's time and money.

If want to have an honest adult conversation, I will participate. If you want to have a meet and confer on these issues, I will be available to do that next week. Let me know when you are available.

Regards,

Please produce a copy of that original signature for my inspection.

Feel free to give me a call if you would like to discuss any of this prior to our 3:00 call with Magistrate Walsh today.

Best regards,
Morgan

----- Forwarded message -----

From: <cacd_ecfmail@cacd.uscourts.gov>

Date: Mon, Dec 3, 2012 at 12:41 PM

Subject: Activity in Case 2:12-cv-08333-DMG-PJW Ingenuity13 LLC v. John Doe Notice of Related Case(s)

To: ecfnef@cacd.uscourts.gov

This is an automatic e-mail message generated by the CM/ECF system. Please DO NOT RESPOND to this e-mail because the mail box is unattended.

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UNITED STATES DISTRICT COURT for the CENTRAL DISTRICT OF CALIFORNIA

Notice of Electronic Filing

The following transaction was entered by Pietz, Morgan on 12/3/2012 at 12:41 PM PST and filed on 12/3/2012

Case Name: Ingenuity13 LLC v. John Doe

Case Number: 2:12-cv-08333-DMG-PJW

Filer: John Doe

Document Number: 15

Docket Text:

NOTICE of Related Case(s) filed by Putative John Doe John Doe.

Related Case(s): 2:12-cv-05709-ODW-JC; 2:12-cv-06635-GHK-RZ; 2:12-cv-06660-GAF-AGR; 2:12-cv-07385-DSF-FFM; 2:12-cv-07386-DMG-JEM; 2:12-cv-08322-DMG-PJW; 2:12-cv-08333-DMG-PJW

(Attachments: # (1) Appendix 1 - Letter Filed by Counsel for Alan Cooper in District of Minnesota, # (2) Appendix 2 - Transcript of Prenda Hearing in Middle District of Florida, # (3) Appendix 3 - Table of Related Ingenuity 13 and AF Holdings Cases in Central District of California)(Pietz, Morgan)

2:12-cv-08333-DMG-PJW Notice has been electronically mailed to:

Brett Langdon Gibbs blgibbs@wefightpiracy.com, docket@wefightpiracy.com

Morgan E Pietz mpietz@pietzlawfirm.com, lrudolph@pietzlawfirm.com

2:12-cv-08333-DMG-PJW Notice has been delivered by First Class U. S. Mail or by other means BY THE FILER to :

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:_Notice of Related Cases v3.pdf

Electronic document Stamp:

[STAMP cacdStamp_ID=1020290914 [Date=12/3/2012] [FileNumber=14739678-0]
] [8fa7b4078f2edcb17f48906046f07118f65a17d9fd4cc4bb72a832a819fbb9d764c
53cad2cb7709c7326429417cf1da8198fa258763750d699bdcfb8302432f5]]

Document description:Appendix 1 - Letter Filed by Counsel for Alan Cooper in District of Minnesota

Original filename:1 - Alan Cooper - ECF Letter.pdf

Electronic document Stamp:

[STAMP cacdStamp_ID=1020290914 [Date=12/3/2012] [FileNumber=14739678-1]
] [b67f59fd3ea3af034988085bb0050c0b7bec0b51f4a2a1b9e1a86d884bee70902f8
b185448643eaaf0c168ea094d9bb795cfe18ea0a76694db229c8d4f0ed93b]]

Document description:Appendix 2 - Transcript of Prenda Hearing in Middle District of Florida

Original filename:2 - Nguyen Hearing Transcript - Tampa.pdf

Electronic document Stamp:

[STAMP cacdStamp_ID=1020290914 [Date=12/3/2012] [FileNumber=14739678-2]
] [800d30a30660cee9e1e1cd9e2085b2203c5f1560dc35331306948d42d5db2bacbb1
4c9c0de2ba411a44f943ff62244c47022c110fb78c02cb7bc79c5b6db298]]

Document description:Appendix 3 - Table of Related Ingenuity 13 and AF Holdings Cases in Central District of California

Original filename:3 - Table of Cases.pdf

Electronic document Stamp:

[STAMP cacdStamp_ID=1020290914 [Date=12/3/2012] [FileNumber=14739678-3]
] [5ae2ecc869dce997f693775d8ff426a8a3c48b190e25e753128678117c874da161b
d2e4141ae7449e578ee22e9cd67e8a02439f2880ed9596a082b3653152487]]

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Circular 230 Disclosure: Pursuant to recently-enacted U.S. Treasury Department regulations, we are now required to advise you that, unless otherwise expressly indicated, any federal tax advice contained in this communication, including attachments and enclosures, is not intended or written to be used, and may not be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any tax-related matters addressed herein.

--

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EXHIBIT B

COPYRIGHT ASSIGNMENT AGREEMENT

This Copyright Assignment Agreement is dated effective as of December 20, 2011, by and among Heartbreaker Digital LLC ("Assignor") and AF Holdings, LLC, a Nevis limited liability company ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, conveys and otherwise transfers to Assignee, and its respective successors, licensees, and assigns, all rights, title and interest worldwide in and to that certain work titled "Popular Demand" and associated with copyright registration number PA0001754383 (collectively the "Work") and all proprietary rights therein, including, without limitation, all copyrights, trademarks, design patents, trade secret rights, moral rights, and all contract and licensing rights, and all claims and causes of action of respect to any of the foregoing, whether now known or hereafter to become known. In the event Assignor has any right in the Work which cannot be assigned, Assignor agrees to waive enforcement worldwide of such right against Assignee, its distributors, and customers or, if necessary, exclusively license such right worldwide to Assignee. These rights may be assigned by Assignee.

2. Representations and Warranties. Assignor represents and warrants that: (a) the Work was created solely by Assignor, Assignor's full-time employees during the course of their employment, or independent contractors who assigned all right, title and interest in their work to Assignor; (b) Assignor is the owner of all rights, title and interest in the tangible forms of the Work and all intellectual property rights protecting them; (c) the Work and the intellectual property rights protecting them are free and clear of all encumbrances, including, without limitation, security interests, licenses, liens, charges or other restrictions; (d) the use, reproduction, distribution, or modification of the Work does not and will not violate the rights of any third parties in the Work including, but not limited to, trade secrets, publicity, privacy, copyrights, and patents; (e) the Work is not in the public domain; and (f) Assignor has full power and authority to make and enter into this Agreement. Assignor agrees to defend, indemnify, and hold harmless Assignee, its officers, directors and employees for any claims, suits or proceedings alleging breach of these warranties.

3. Entire Agreement. This Agreement constitutes the entire agreement between Assignor and Assignee with respect to the subject matter herein and supersedes any prior or contemporaneous agreements, written or oral.

4. Modifications. This Agreement may be modified only by a written agreement signed by both Assignor and Assignee.

5. Governing Law. This Agreement shall be governed by and enforced in accordance with the State of California and the Ninth Circuit, without giving effect to any conflicts of laws principles.

6. Severability. If one or more provisions of this Agreement are held to be illegal or unenforceable under applicable law, such illegal or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms.

7. Assignment. Assignee may assign or otherwise transfer this Agreement without consent or notice.

8. Perfection. Assignors agree at the request and expense of Assignee to execute any documents or perform any actions which Assignee may request to perfect this assignment or otherwise implement this Agreement. Assignor agrees that this assignment may be submitted by Assignee to the United States Copyright Office to reflect the assignment.

9. Confidentiality. Neither party shall reveal the terms of this Agreement to any third party unless ordered to do so by a court of competent jurisdiction.

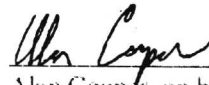
10. Jurisdiction. Each party agrees to submit to the exclusive personal jurisdiction and venue of the courts of the Island of Nevis with respect to any disputes arising hereunder.

Agreed and Accepted as of the first date written above.



Raymond Rogers, on behalf of:

Assignor
Heartbreaker Digital LLC



Alan Cooper, on behalf of:

Assignee
AF Holdings, LLC

1 Morgan E. Pietz (SBN 260629)
2 THE PIETZ LAW FIRM
3 3770 Highland Ave., Ste. 206
4 Manhattan Beach, CA 90266
5 mpietz@pietzlawfirm.com
6 Telephone: (310) 424-5557
7 Facsimile : (310) 546-5301

8 Attorney for Putative John Doe in 2:12-cv-08333-DMG-PJW

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10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**

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INGENUITY 13, LLC, a Limited Liability
Company Organized Under the Laws of the
Federation of Saint Kitts and Nevis,

Plaintiff,

v.

JOHN DOE,

Defendant.

Case Number(s): 2:12-cv-08333-DMG-PJW

Assigned to: Judge Dolly M. Gee
Referred to: Magistrate Judge Patrick J.
Walsh

**[PROPOSED] ORDER GRANTING
PUTATIVE JOHN DOE'S *EX PARTE*
APPLICATION FOR LEAVE TO TAKE
EARLY DISCOVERY AND FOR A
FURTHER STAY OF THE SUBPOENA
RETURN DATE**

1 The Court, having duly considered Putative John Doe's *Ex Parte* Application for Leave to
2 Take Early Discovery and For a Further Stay of the Subpoena Return Date, including the
3 supporting declaration and appendices thereto, rules as follows:

4
5 IT IS ORDERED THAT:

6
7 [] 1. John Doe's ex parte application is GRANTED in full. John Doe may, within
8 fifteen days from the date hereof, propound the limited written discovery set forth in the
9 instant *ex parte* application. The subpoena return date for the subpoena issued by plaintiff
10 to Comcast, seeking John Doe's identity, is stayed pending further order of this Court.
11

12 [] 2. John Doe's ex parte application is GRANTED in part and DENIED in part.
13 The request to propound early discovery is denied. However, the request for a stay of the
14 subpoena return date for an additional 30-days is granted. The subpoena return date for the
15 subpoena issued by plaintiff to Comcast, seeking John Doe's identity, is stayed until
16 Monday January 28, 2012, in order to allow the putative John Doe to file a motion to
17 quash. If the putative John Doe does file a motion to quash on or before January 28, 2012,
18 the subpoena return date is hereby stayed until this Court decides that motion.
19

20 IT IS FURTHER ORDERED that plaintiff shall, by the next business day after the date of
21 the entry of this order, give notice to Comcast, by appropriate means, and the notice shall
22 include a copy of this order. SO ORDERED.
23

24
25 DATED: _____

26 Honorable Patrick J. Walsh
27 United States Magistrate Judge
28

CERTIFICATE OF SERVICE

I hereby certify that on this day, the above document was submitted to the CM/ECF system, which sent notification of such filing(s) to the plaintiff, which is registered for electronic service.

Respectfully submitted: December 18, 2012	THE PIETZ LAW FIRM <u>/s/ Morgan E. Pietz</u> Morgan E. Pietz THE PIETZ LAW FIRM Attorney for Putative John Doe(s) Appearing on Caption
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